



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001
 RFP NO.: B2Z10002
 TITLE: WEB-BASED CHILD NUTRITION SYSTEM
 ISSUE DATE: 7/30/09

REQ NO.: NR 300 3184000001
 BUYER: Cindy Stafford
 PHONE NO.: (573) 751-7076
 E-MAIL: cindy.stafford@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 08/14/09 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517
---	----	---

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

O/A-ITSD-DESE
 Jefferson Building, 3rd Floor North
 PO Box 480
 Jefferson City, MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #001 TO RFP B2Z10002**TITLE: WEB-BASED CHILD NUTRITION SYSTEM****CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS**

Prospective offerors are hereby notified of the following changes and/or clarifications:

1. The following paragraphs and documents are REVISED:

- 1.3.1
- 1.3.2
- 1.3.8
- 1.3.9
- 2.1.1
- 2.1.2 a.
- 2.1.3 c.
- 2.1.3 d.
- 2.1.4 c.
- 2.1.4 k.
- 2.1.4 o.
- 2.1.4 u.
- 2.1.5
- 2.1.7 a.
- 2.2.5 a.
- 3.4.1
- 3.4.1 a. 1)
- Exhibit A
- Exhibit D
- Attachment 2

2. The following paragraphs are ADDED:

- 1.3.2 a.
- 1.4 and all subparagraphs
- 2.1.7 c.

All revisions/additions are indicated in italics except for Exhibit A.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)**

**RFP NO.: B2Z10002
TITLE: WEB-BASED CHILD NUTRITION SYSTEM
ISSUE DATE: 07/17/09**

**REQ NO.: NR 300 31849000003
BUYER: Cindy Stafford
PHONE NO.: (573) 751-7076
E-MAIL: cindy.stafford@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 08/14/09 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**O/A-ITSD-DESE
Jefferson Building, 3rd Floor North
PO Box 480
Jefferson City, MO 65109**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 05/21/09). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN
VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of a web-based child nutrition program and associated services as set forth herein.

- a. The scope of this RFP does not include the requirement for Point of Sale (POS) services.
- b. As the system is web-based, the approximate 556 school districts will connect to the state agency's site via the Internet through the state agency's import/export process which allows connection to the application at the central office in Jefferson City, Missouri.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibit A: Pricing Pages
- 6) Exhibit B: Experience, Reliability, & Expertise of Personnel
- 7) Exhibit C: Technical Requirements/Method of Performance
- 8) Exhibit D: Participation/Documentation of M/WBE, Blind/Sheltered Workshops
- 9) Exhibit E: MO Veteran's Preference
- 10) Exhibit F: Business Entity Certification/Affidavit of Work
- 11) Exhibit G: Federal Debarment
- 12) Exhibit H: Miscellaneous Information
- 13) Attachment 1: SFS Data Structures
- 14) Attachment 2: SFS User Manuals
- 15) Attachment 3: Review Forms
- 16) Attachment 4: Current Reports
- 17) Attachment 5: PAQ
- 18) Terms and Conditions

The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.

1.2 Pre-Proposal Teleconference - A pre-proposal teleconference regarding this Request for Proposal will be held on Friday, July 24, 2009 beginning at 9:30 a.m. central time in Room 630, Sixth Floor of the Truman State Office Building at 301 West High Street in Jefferson City, Missouri.

1.2.1 Pre-Proposal Teleconference Agenda - The offeror is advised that the RFP shall serve as the agenda for the pre-proposal teleconference.

- a. Offerors may dial into the conference by using the toll free number (866) 630-9347; or if in Jefferson City and surrounding local area, please use the local number (573) 526-5504. The line will be open beginning at 9:30 a.m. central time.

1.2.2 Pre-Proposal Teleconference RFP Questions – All potential offerors are encouraged to participate in the Pre-Proposal Teleconference as it will be used as the forum for questions, communications, and

discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Teleconference, the offeror may submit written communications and/or questions via email (cindy.stafford@oa.mo.gov) regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- b. During the Pre-Proposal Teleconference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Teleconference will be accomplished as an amendment to the RFP. Formal minutes of the conference will not be maintained, however a continual listing of questions received from potential offerors up until the RFP closing date will be maintained on the DPMM website as a separate link to the RFP. Written answers to the questions shall not be provided. Any questions that require a revision to the RFP shall be accomplished as an amendment to the RFP. Vendor(s) name(s) shall not be disclosed on the document.

1.2.3 Pre-Proposal Teleconference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal teleconference of any special accommodations needed for disabled personnel participating in the teleconference so that these accommodations can be made.

1.3 Background/Purpose and Goals:

PARA. 1.3.1 REVISED BY AMD. #001:

1.3.1 The Department of Elementary and Secondary Education (herein after may be referred to as “DESE” or “state agency”) oversees and administers Child Nutrition Programs (CNP) to public and non-public Local Education Agencies (LEA) through the state of Missouri. The CNP includes the functionality for processing and maintaining Application-Agreements required for each LEA. LEA claims for reimbursement are processed by the system with a direct feed of claims for reimbursements to the accounting department and the standard payment system resulting in a monthly reimbursement payment being made to LEA and stored on a payment history table. Based on this data, state agency staff, with assistance from the contractor, will write a process to populate the DESE enterprise payment management system, with classes available – see Attachment 1 (*MSSQL 2008 Database – currently eight (8) years of data reside in the database or approximately 4G. The state agency anticipates the database accommodating at least ten (10) years of available data*). Additional functionality is required to facilitate the day-to-day workings of the School Food Services (SFS) Section of DESE.

PARA. 1.3.2 REVISED BY AMD. #001:

1.3.2 DESE is requiring a web-based *child nutrition system* (defined as a system in which all functionality will be provided via web screens) so that LEA and DESE staff can view, enter/update, submit, and approve data in this fashion. The system must enable compliance with both the State of Missouri and the United States Department of Agriculture (USDA) regulations by the School Food Services Section of DESE.

PARA. 1.3.2 a. ADDED BY AMD. #001:

- a. *The United States Department of Agriculture (USDA) regulations can be found at the Department of Elementary and Secondary Education’s website www.dese.mo.gov. DESE currently does not participate in any of the other USDA Child Nutrition Programs (i.e. CACFP, SFSP) nor does the state’s system integrate with ePeGS.*

- 1.3.3 The National School Lunch, Breakfast, After School Snack, Special Milk, and Donated Food Programs Permanent Application-Agreement is a paper document originated and signed by a LEA Authorized Representative. Upon being reviewed by DESE staff, the Application-Agreement is signed by the DESE School Food Services Section Director thus approving and putting the Application-Agreement into force. Once signed by the LEA and DESE School Food Services Section, the Application-Agreement is continuously in force until terminated per instructions set forth in the Application-Agreement.
- 1.3.4 School Food Services Program participation by each LEA changes throughout the duration of the permanent Application-Agreement. The system allows LEA to update their Application-Agreement data at any time during the year and requires a review and update at the beginning of each school year. The LEA program participation data are maintained at the building level.
- 1.3.5 LEA submits a Lunch, Breakfast, After School Snack, and Special Milk Claim for Reimbursement (claim for reimbursement) monthly. LEA claims for reimbursements are made by Meal Count Centers. A Meal Count Center is a LEA entity where the students are actually served the School Food Services Program(s) and counted for reimbursement. Students from more than one LEA building may be served a School Food Services Program at one Meal Count Center. Student program participation counts are reported on the claim for reimbursement of the Meal Count Center where they are served the School Food Services Program. Meal Count Center claim for reimbursements are monitored and edit checked for program participation through Application-Agreement data.
- 1.3.6 The state agency's current system functionally is subdivided into the following processes:
- Application-Agreement Regular Term
 - Application-Agreement Summer Term,
 - Claims for Reimbursement
 - Child Nutrition Programs Summary
 - Revenue and Expense
 - Student Direct Certification
 - CRE/SMI/TA Review Tracking
 - Food Management Company Contract Tracking
 - System/Annual Maintenance
 - Reporting.
 - Commodity Food Distribution (manual forms)
 - Fresh Fruits & Vegetables (manual forms)
- 1.3.7 Forms sent to the USDA include:
- FNS-425
 - FNS-525
 - FNS-13
 - SF-269
 - SF-269a
 - FNS-10
 - SAE Funds Reallocation Report
 -

PARA. 1.3.8 REVISED BY AMD. #001:

- 1.3.8 The current School Food Services system *was built by the state agency* within the DESE enterprise model and was developed utilizing Computer Associates' CASE tool COOL:Gen. Web screens are best viewed with Microsoft Internet Explorer version 5.0 or newer with a screen resolution of 1024 x 768.

PARA. 1.3.9 REVISED BY AMD. #001:

- 1.3.9 Commodity Food Distribution: The Food Distribution Division of USDA's Food and Nutrition Service (FNS) coordinates the distribution of commodities to many of the more than 94,000 public and private nonprofit schools that provide meals to students. *The state agency currently maintains one (1) commodity*

food warehouse which is contracted out. The current system is an electronic form paper-based system. Examples of some of the forms that may be required from the USDA are listed below:

Form No.	Title	OMB No.
FNS-7	Destination Data for Delivery of Donated Foods	0584-0293
FNS-57	Report of Shipment Received, Over, Short and/or Damaged	0584-0293
FNS-155	Inventory Management Register	0584-0293
FNS-292a	Report of Food Stamp Benefit Issuance and Commodity Distribution for Disaster Relief	0584-0037
FSA-21	Public Voucher - Commodity Programs.	FSA Form

1.3.10 Security is currently role based.

a. Some of the defined roles are as follows:

DESE

SFS Level 2 Final Approval - Highest level of approval
 SFS Level 1 Approval - Second highest level of approval
 SFS Edit - Data entry and Save data for Application-Agreement, Claim for Reimbursement, and Revenue and Expense Report
 SFS FMC Contract - Food Management Company Contract
 SFS CRE/SMI/TA Review - CRE/SMI/TA Review
 SFS View - View all data

LEA (District level)

SF LEA Authorized Representative - Highest level of approval. Will be able to submit Claim for Reimbursement in addition to SF LEA Submit and SF LEA Save access.
 SF LEA Submit – Second highest level of approval. Will be able to submit Application Agreement and submit an Amended Claim for Reimbursement in addition to SF LEA Save access.
 SF LEA Save - Data Entry/Edit and Save data for Application-Agreement, Claim for Reimbursement, and Revenue and Expense Report
 SF LEA View - View all data.

1.3.11 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

PARA. 1.4 and all subparagraphs ADDED BY AMD. #001:

1.4 ACRONYM DEFINITIONS:

1.4.1 *Brief definitions follow of acronyms used within the RFP:*

- a. *ADA: American Disability Act.*
- b. *CACFP: Child/Adult Care Feeding Program.*
- c. *CNP: Child Nutrition Program.*
- d. *COTS: Commercial Off-the-Shelf.*

- e. *CRE: Coordinated Review Effort.*
- f. *CSV: Comma Separated Value.*
- g. *DESE: Department of Elementary and Secondary Education.*
- h. *ECOS: Electronic Commodity Ordering System (effective 1/1/10 – will be identified as Web-based Supply Chain Management System).*
- i. *ePeGS: Electronic Planning Electronic Grants System.*
- j. *FBMP: Food Based Menu Planning.*
- k. *FFVP: Fresh Fruits & Vegetable Program.*
- l. *FM: Food Management.*
- m. *FMC: Food Management Company.*
- n. *FNS: Food Nutrition Services.*
- o. *LDAP: Lightweight Directory Access Protocol.*
- p. *NSLP: National School Lunch Program.*
- q. *NSMP: Nutrient Standard Menu Planning.*
- r. *PAQ: Project Assessment Quotation.*
- s. *SFA: School Food Authority.*
- t. *SFSP: Summer Food Service Program.*
- u. *SFS: School Food Services.*
- v. *SMI: School Meals Initiation.*
- w. *TA: Technical Assistance.*
- x. *USDA: United State Department of Agriculture.*

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

PARA. 2.1.1 REVISED BY AMD. #001:

2.1.1 The contractor shall provide a *customizable commercial off-the-shelf (COTS)* web-based child nutrition program (herein after may be referred to as “system”) and all associated services for the Department of Elementary and Secondary Education, in accordance with the provisions and requirements stated herein.

2.1.2 The contractor must provide a system which supports the following components:

PARA. 2.1.2 a. REVISED BY AMD. #001:

- a. Application Agreement and Reimbursement Claims: The contractor must provide a system which includes Application Agreement and Reimbursement Claims processing, as well as payment processing (*which shall include the calculation of payments and the storing of payments in a payment table so a process in the payment management system can be altered/written to pull information from this table*) for the following programs (*the state agency shall continue to facilitate the payment processing module*):
 - 1) National School Lunch Program (NSLP)
 - 2) School Breakfast Program
 - 3) After School Snack Program
 - 4) Special Milk Program
 - 5) Fresh Fruit & Vegetable Program
- b. Summer Food Seamless Waiver/Seamless Summer Option: It is highly desirable that the contractor develop a process allowing LEAs to apply for a Summer Food Seamless Waiver/Seamless Summer Option, with the final approval process resting with the state agency. The LEA application information would be required to flow through the Application Agreement.
 - 1) If the contractor is unable to accommodate this process, then the contractor must provide a system which is capable of linking to an application written by the state agency and also be capable of pulling data from that application to indicate on the Application Agreement that the school is approved for Seamless Summer.
- c. Commodity Food Distribution Program
- d. Food Safety Inspection
- e. Food Management Company Info & Contracts: It is highly desirable that the contractor provide a Food Management Company Info & Contracts process.
 - 1) If the contractor is unable to accommodate this process, then the contractor must provide a system which is capable of allowing the Application Agreement to pull data from and link to the current .NET application at DESE.
- f. Review: It is highly desirable that the system's review process component include the capability of allowing agency staff to run this process on a laptop or tablet with a touch screen feature.
- g. Verification Report: It is highly desirable that the contractor provide a system with a Verification Report process which is compatible with the Summary Form USDA.

2.1.3 The contractor must provide general business (project management) processes for all programs identified herein which shall include but are not limited to:

- a. Implementation by July, 2010.
- b. A customizable system to follow DESE's SFS CNP business rules – see Attachment 2.

PARA. 2.1.3 c. REVISED BY AMD. #001:

- c. Provision for data conversion from the existing system(s); Oracle to MSSQL 2008. *Approximately eight (8) years of data will be converted. The state agency shall be responsible for any necessary data clean-up. The size of the state agency's current database to be converted is 4G.*

PARA. 2.1.3 d. REVISED BY AMD. #001:

- d. Provision for a seamless interface with other state and federal systems, both as input and output, with an appropriate audit trail (*this will provide information to forms used by the state and federal agencies identified herein*).
- e. Provision of the following documentation:
 - 1) Project Plan
 - 2) Status Reports
 - 3) User Specifications (Functional)
 - 4) Developer Specifications (Technical)
 - 5) Training Manuals
- f. Inclusion of current system functionality.
- g. Ability to meet all Section 508 and current ADA compliance standards (see <http://oa.mo.gov/itsd/cio/standards/ITGS0003.pdf> and <http://dmd.mo.gov/guidelines/accessibility.pdf>).
- h. Customization due to changing future business requirements.

2.1.4 The contractor must provide a system which can perform the following functionality which shall include but is not limited to:

- a. Track all phases of the SFS business process for audit purposes.
- b. Sort functionality.

PARA. 2.1.4 c. REVISED BY AMD. #001:

- c. Search records within district and provide a (LEA) *link on the web page to provide the user the opportunity to ask questions and/or generate an email (via a hyperlink)*.
- d. Search historical data.
- e. Displaying all records for a district LEA stored in the system.
- f. Prohibit duplicate data based on key fields.
- g. Extraction and processing for state and federal reporting guidelines.
- h. Entry of comments.
- i. Generate automated forms and communications to district LEA's in accessible formats, and creating mail merge capabilities and labels.
- j. Track commodity food orders and deliveries.

PARA. 2.1.4 k. REVISED BY AMD. #001:

- k. Create and track inventory *at the commodity warehouse level*.
- l. Audit trail of actions taken (history of transactions is also highly desirable).
- m. Multiple Approve/ Reject with automated e-mail notification.

- n. Communicate with private sector service providers and vendors, including, but not limited to, electronic billing and communications.

PARA. 2.1.4 o. REVISED BY AMD. #001:

- o. Yearly program maintenance (i.e. creation and opening of processes for the new school year; maintenance of rates and code values with minimal or no IT intervention, etc., *including the removal of data that is greater than ten (10) years old; all data would move to a data warehouse for report purposes*).
- p. Provide building data including but not limited to Provision Type (#1, #2, or #3).
- q. Linkage to the current DESE Direct Certification Request for purposes of ease of use by the LEAs and DESE staff by providing one location for all School Food Services functions.
- r. Import Data from specified format CSV file (state agency will provide file layout to the contractor upon award of contract).
- s. Calculations for various fields.
- t. Provision #2 and #3 LEA's.

PARA. 2.1.4 u. REVISED BY AMD. #001:

- u. Online Review Forms (CRE,SMI,TA,FFVP,FM) with mail merge capabilities – see Attachment 3
- O Forms
 - G Forms
 - SFA Forms
 - FA Forms
 - S Forms

 - NSMP Forms
 - FBMP Forms
 - CRE Check list (school)
 - CRE Checklist (district)
 - SMI NSMP
 - SMI FBMP
 - Standard paragraphs (mail merge)
 - FNS-640
 - FFVP Supervisors Form
 - FM Review Form
- v. Allow for necessary hard-copy documentation tracking and retention (Print).
- w. Display payment processing & accounting transactions (link to Payment Transactions System).
- x. Approvals based on DESE business rules, historical tracking of approval-amendment process.
- y. Display changes that have occurred to Claims and Application-Agreement.
- z. Allow DESE to customize authorization and payment rules through system parameters and business edits.
- aa. Online user guide and documentation.

- bb. Listing of edit checks and data dictionary.
- cc. Allow for an unlimited number of users.
- dd. Allow for in-house customization (i.e. linking to other systems through the use of session variable; capability to create web services to share data; adding new code values; adding reports; adding new fields not affecting core processing; adding/changing edits not affecting core processes).
- ee. Allow for multiple sign-ins per User ID.
- ff. Security system must integrate using single sign-on with DESE Security Application (AzMan) using LDAP/Active Directory.
- gg. System must be deployable in multiple environments, e.g. DEVELOPMENT, TEST, and PRODUCTION, at no additional licensing costs.

PARA. 2.1.5 REVISED BY AMD. #001:

2.1.5 The contractor *must* provide a system which can perform the following functionality which should include but is not limited to:

- a. Reports: All reports are required to be developed in Crystal Reports or as printable web pages (without Active X) as part of DESE's Application Standards. Current reports can be found in Attachment 4 and raw SQL statements will be provided.
 - Standard reports
 - Reporting for state and federal requirements
 - Internal financial management reports
 - Reporting for client support and client tracking
 - Download data to Microsoft products – Microsoft Word and Excel for mail merge capabilities

2.1.6 The contractor shall provide a system which meets the following Food Distribution requirements:

- a. Calculate and distribute entitlement based on CNP claim data (if available).
- b. Track USDA ordering and receiving, linking to ECOS.
- c. Track entitlement usage at the school level.
- d. Create online survey.
- e. Allow schools to place and track orders.
- f. Allow schools to order available Surplus Inventory online.
- g. Manage warehouse inventory (supporting multiple warehouses).
- h. Generate online and printed shipping documents for use by Warehouse(s) (Bills of Lading, Warehouse Pick-lists).
- i. Manage direct diversions and direct shipments efficiently.

- j. Generate invoicing documents and user accessibility for billing information with financial systems.
- k. Maintain contact information for all key parties.
- l. Export Forms (individual LEA or Aggregate).

2.1.7 The contractor must provide a system which meets the following technical architecture requirements (when provided, version numbers specified are the minimal acceptable versions):

PARA. 2.1.7 a. REVISED BY AMD. #001:

- a. Network requirements - *The state agency's current system is a web-based application developed in Cool:Gen. The state agency requires that the contractor's system meet the following technical environment:*

Product	Specification
Database	MS SQL Server 2008
Application Development Tool	Visual Studio VS 2008 .Net v3.5, VB, MS Visual Basic.Net <i>(C# is acceptable but must be provided in v3.5 Framework. Java applications are unacceptable.)</i>
Code	Visual Basic.NET .sln file containing .aspx and .vb raw code
Web Server	MS IIS v7 or above, Windows Server 2008 R2 for IIS
Desktop	MS Windows XP
Directory	MS Active Directory
Email	MS Exchange/Outlook
Query/Report Tool	Crystal Reports <i>or printable web pages developed in Visual Studio 2008 Visual Basic</i>
Browser	MS Internet Explorer 7.0

- b. The system must support the following links with other systems by passing session variables and other information needed to bring up the page and to come back to the School Foods system:

- Internal

Payment Transaction .ASPX VB.NET

- External

Inputs (FTP Format) from LEA's CSV file (file layout will be provided)
 Output Reports to State (MO) and Federal (USDA) (transfer data to)

Agencies

- Forms Currently Used (Commodity Food Distribution)

- FNS-7
- FNS-57
- SF-269
- SF-269a
- FNS-155

USDA Forms (SFS)

- FNS-525 SAE Funds Reallocation Report
- FNS-13
- FNS-10
- FNS-640 (Review)

PARA. 2.1.7 c. ADDED BY AMD. #001:

- c. *The system must be deployed at the state agency facility on the state's servers. All application system and hardware shall be located at the state facility. The development of the system does not necessarily have to be performed onsite at the state agency facility. If modifications need to be discussed between the state agency and the contractor, meetings can be scheduled either onsite or via conference calls.*

2.2 Performance Requirements:

- 2.2.1 The contractor must provide the system and all services to support the system as described herein.
- 2.2.2 Maintenance/Support: The contractor must provide maintenance and support of the system.
- 2.2.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.2.4 Final Acceptance of System:
- a. Final acceptance shall be provided by the state agency when no occurrence, failure, or defect is occurring that has mission critical impacts or is critical for business continuity including instances where an entire application or part cannot be used and levels of system availability, application response time, and other performance criteria specified in this RFP have been met. Final acceptance shall have occurred when at such time the entire system runs as described herein for a period of five (5) consecutive business days without encountering any system severity level 1 or 2 defect errors that affect the accuracy of the system (refer to table below).
 - b. The agency reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the problem resolution response time in any calendar month of the contract as follows:

Severity Level	Description
Urgent (1)	<p>Failure causes loss of function or data and there is not a mutually agreed upon workaround. Example; Users are unable to execute a critical feature such as login.</p> <p>Severity Level 1 (Urgent) shall be defined as urgent situations, when the agency's system is down and the agency are unable to use the system. Failure causes loss of function or data and there is not a mutually agreed upon workaround. Example: Users are unable to execute a critical feature such as login. The contractor's technical support staff shall accept the call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the call within thirty (30) minutes. The contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed two (2) hours unless mutually agreed between the contractor and the state agency.</p>
High (2)	<p>Failure causes a loss of function or data, but there is a mutually agreed upon workaround. Example; Users are unable to access a critical feature such as a report but there is an acceptable workaround.</p> <p>Severity Level 2 (High) shall be defined as critical system component(s) that has significant outages and/or failure precluding its successful operation, or possibly endangering the agency's environment. The system may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon workaround. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within thirty (30) minutes. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed four (4) hours, unless mutually agreed between the contractor and state agency.</p>
Medium (3)	<p>Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround.</p> <p>Severity Level 3 (Medium) shall be defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within thirty (30) minutes. The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed two (2) days, unless mutually agreed between the contractor and state agency.</p>
Low (4)	<p>Cosmetic and minor errors, all the user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc.</p> <p>Severity Level 4 (Low): shall be defined as cosmetic and minor errors, all the user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc. The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within thirty (30) minutes. The contractor shall resolve Severity Level 4 problems as mutually agreed between the contractor and state agency.</p>

- c. **Problem Resolution Response Time:** The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the agency and the system error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the agency in accordance with the aforementioned severity level provisions.

2.2.5 **Software:** The contractor must provide web-based child nutrition system software that meets or exceeds the specifications contained herein. Any system modifications, customizations or additions necessary to enable the system to operate according to all technical, performance, and accessibility specifications presented herein at no additional cost to the State of Missouri.

PARA. 2.2.5 a. REVISED BY AMD. #001:

- a. The contractor must only provide *customizable* software packages, which are manufacturer authorized and *can be* approved for distribution to the State of Missouri's using agencies.

- 1) The contractor shall provide software of which all software proposed must be off-the-shelf; generally available, i.e. not beta or test; and currently in production as proposed.

2.2.6 **Substitutions:** The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

- a. The state reserves the right to allow the contractor to substitute any new system offered by the contractor on all unshipped and future orders if the system capabilities are equal to or greater than the contract system and if the prices are equal to or less than the contract system. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
- b. In the event of manufacturer discontinuation, the contractor shall substitute items with equal or better capabilities for equal or less cost than the discontinued items(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Materials Management. The Division of Purchasing and Materials Management shall be the final authority as the acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

2.2.7 **Support Services:**

- a. **Installation:** If the software is not user-installable or if requested by the agency, the contractor must install the software at no cost to the state. If the software is user-installable, the contractor must provide installation assistance (e.g. telephone support), if requested.
- b. **Documentation:** The contractor must provide access to all books, documents, papers and records related to this contract to the state agency and its designees. Documents and access must be at no additional expense to the State of Missouri and must be available for the duration of the contract.
 - 1) The contractor must submit all written documents, reports, confidentiality agreements and form letters to the state agency for prior approval.
 - 2) The contractor must provide reports or documents which are substantially error free. The contractor must correct all errors discovered or identified by the state agency within a reasonable time period not to exceed thirty (30) days.
 - 3) The state agency reserves the right to reproduce all documentation and printed materials provided by the contractor to be distributed to state agency staff at no additional cost.
- c. **Supplies:** All hardware, software, telecommunications, and supplies needed by the contractor's personnel in order to fulfill the contract requirements shall be provided by the contractor at the contractor's expense.

- d. Training: The contractor must provide system “train the trainer” training for up to ten (10) DESE staff. Training shall be conducted on-site at the state agency designated training facility which provides students with PC access. All training shall be provided at no additional cost. Consequently, the contractor shall not be reimbursed for travel expenses.
- 1) Training classes shall be scheduled in cooperation with appropriate state agency representative(s).
 - 2) The contractor shall be responsible for all handouts, transparencies, materials, presentation equipment, and sample materials needed to communicate information relevant to the development of the new system to the participants and shall be provided in accessible format.
 - 3) The contractor shall develop an after study manual with a navigation summary.
 - 4) If there are system changes/upgrades/enhancements/new releases to the software that require additional training or are at the request of the agency, then the contractor shall provide the additional training needed for the successful operation of the software at no additional cost to the state. Updated manuals/user guides shall be provided to the agency at no charge.
 - 5) Webinars may be considered, either live or posted to DESE’s website, but streaming video is not acceptable due to bandwidth considerations.
 - If the contractor posts a webinar to the state agency’s website, the state agency shall reserve the right to use the webinar training for future training as necessitated, at no additional cost.

2.3 System Maintenance and Technical Support Requirements

- 2.3.1 Technical Support: The contractor must provide the agency a contact phone number which the agency can use to report technical system problems. This contact number, if not a direct contact line to the contractor support structure, must provide a maximum of a thirty (30) minute call back response by contractor personnel.
- a. The contractor must provide technical support Monday-Friday, 7:00 a.m. to 7:00 p.m. central time, excluding state holidays. Additional technical support hours, if necessary, will be mutually agreed to between the state agency and the contractor.
 - b. It is highly desirable the contractor provide a toll free telephone number for technical support.
 - c. It is highly desirable the contractor provide electronic technical support 24 hours per day, 7 days per week electronic, excluding state holidays. Electronic technical support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.
 - d. The contractor must provide a physical address, to which any hard-copy documents, screens, reports, error logs, etc. can be delivered.
- 2.3.2 System Maintenance: The contractor must provide system maintenance (e.g. bug fixes, upgrades, enhancements, new releases, documentation updates, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. So long as the State of Missouri consecutively pays the maintenance fees as specified within Exhibit A, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the licensed system and provide the maintenance services as specified herein. If the State of Missouri cancels, or elects not to continue, the maintenance fees, but chooses, at a later date, to resume the maintenance fees, all generally publicly

available improvements and additions to the functionality, as well as new functions, of the licensed system will be provided within thirty (30) days, and maintenance services as specified herein would resume immediately, upon receipt of a mutually agree to reinstatement fee payment.

- a. The maintenance support price stated in Exhibit A shall be effective upon expiration of the software fifteen (15)-month warranty period. From date of contract award until such time that the maintenance billing takes effect, all technical and maintenance support services described herein shall be provided to the agency at no cost.
- b. The contractor shall maintain the licensed system so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the contractor, including specifications for the performance of all improved or modified versions which the State of Missouri has been licensed to use.
- c. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, system configuration, new releases/updates, upgrades, enhancements, new versions and implementation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the contractor. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by system users.
- d. Maintenance of the system includes any programming, technical support, and/or database support that is required to maintain compliance with all state and federal rules, regulations and laws or data changes required by RSA which impact the performance of the system. The contractor is obligated to perform whatever is required to enhance the system to perform according to the state and federal requirements on an ongoing basis.
- e. For any customization of the system to meet mandatory requirements identified herein and for any customization of the system as a result of a Project Assessment Quotation (PAQ), the contractor shall be required to provide system technical support of those customizations throughout the life of the contract. Any new versions or new releases of the system application acquired by or provided to the agency pursuant to the contract must include the customizations of the system required herein or through a PAQ.
- f. Software maintenance shall not be structured in a way that links usage or license rights to maintenance. Maintenance is to be acquired at the sole option of the State of Missouri. Cancellation of maintenance services by the State of Missouri will not in any way affect this contract and the grant of license herein. Maintenance, at the State of Missouri's sole option, shall be renewed on an annual basis. Renewal of maintenance shall be as provided herein.

2.3.3 The contractor should provide on-site support on an as needed if needed basis. The state agency shall only request on-site support upon the unsuccessful resolution of the problem via remote support services. All on-site support actual and reasonable travel and travel-related expenses shall be reimbursed pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS) <http://www.oa.mo.gov/acct/>.

2.3.4 System Maintenance Components:

- a. The contractor must provide a system which allows for maintenance functionality as either an embedded process within the system or by providing access to the system through the support functions contained within the database. The system must provide the ability to perform, at a minimum, the following functions:
 - Purge records;

- Archive old data;
- Allow users to create and open new year for processing for each program;
- Allow for updating and addition of code values used within the core system.

2.3.5 Transaction Processing Requirements:

- a. The contractor shall provide a system which shall provide error trapping to allow for the diagnosis and resolution of system and application errors. The system shall record transaction data from user terminals and log information contained within those transactions to a system database table. This data shall be captured down to a single keystroke or mouse click. This shall be used to identify how and when a problem transaction occurred. The system shall format and send the appropriate document(s), screen(s) or report(s) to the printer.

2.3.6 Documentation Updates:

- a. The contractor shall maintain documentation, including detailed design documentation, training manuals, administrative guides and user guides. The contractor shall document all changes within eighteen (18) business days of the change. The contractor shall provide the state agency as replacement pages all changes within the documentation within eighteen (18) business days of the date changes are installed. The replacement pages must be labeled "Revised", indicate the effective date, and include a revision number.

2.3.7 The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all the items(s) with thirty (30) days prior written notice to the contractor.

2.3.8 The contractor shall agree and understand that the State of Missouri reserves the right to resume maintenance on any or all items(s), and, at the point of resumption, all generally publicly available improvements and additions to the functionality, as well as new functions of the licensed system will be provided within thirty (30) days, and maintenance services would resume immediately, upon receipt of payment.

2.4 Illicit Code:

2.4.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).

2.4.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of Illicit Code in the licensed system, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the Illicit Code. At the request of the State of Missouri, the contractor must remove any such illicit code from the licensed system. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software,

plug-in, or other electronic file shall be installed, executed, or copied on the State of Missouri's equipment without the express approval of the agency's project manager.

- 2.4.3 If the software contains a restrictive key, expiration date, or other limiting function as described in (v) above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

2.5 Independent Obligation of Contractor to Continue Performance:

- 2.5.1 Because of the critical importance of the licensed programs and services to be performed by the contractor hereunder to the operation of the State of Missouri, the contractor assumes an independent obligation to continue performance of its service obligations hereunder in all respects regardless of any dispute (including without limitation any alleged material breach by the State of Missouri) which may arise between the State of Missouri and the contractor. Such independent obligation shall continue for a period of ninety (90) days from the date upon which the State of Missouri receives written notice of such alleged breach from the contractor. The license to the licensed programs shall continue until any dispute is resolved, and thereafter in accordance with the terms of the resolution. The contractor undertakes this independent obligation without prejudice to any rights or remedies it may otherwise have in connection with any dispute between the contractor and the State of Missouri.

- a. Exception to Independent Obligation: If the state makes any use of the software not permitted by this contract agreement and the contractor has reasonably determined that such use was intended to result in substantial harm to the contractor's proprietary rights, then the contractor shall immediately notify (in writing via certified mail) the state agency and the Division of Purchasing and Materials Management (DPMM) in accordance with the requirements below ("Notice and Opportunity to Cure Breach of Contract").
- b. Mandatory: Notice and Opportunity to Cure Breach of Contract: Upon the occurrence that the State may be in breach of contract (i.e. in material violation of provision(s) of the contract/license agreement), the contractor shall deliver to state agency and the DPMM a written Notice of Intent to Terminate that identifies in detail the event of default (contract breach). If the event of default remains uncured for ten (10) business days or at a minimum if the state cannot provide the contractor with an acceptable written plan to cure the default within a reasonable time period, the contractor may terminate the contract agreement and the license granted herein by delivering to the state a Notice of Termination that identifies the effective date of the termination, which date shall not be less than ten (10) business days after the date of delivery of the Notice of Intent to Terminate. All such notifications must be given to both state agency and the DPMM. All notifications must reference the contract number, which shall be assigned by the Division of Purchasing and Materials Management and listed on the cover page of the notice of award of contract.

2.6 Software Conversions:

- 2.6.1 The contractor shall allow the state full monetary credit when conversion from one version of the software to another is made as the result of a change in operating system or a change from one computer system to another. Under a perpetual license, the state's purchase price of the new software shall be reduced by the dollar amount the state paid to purchase the earlier version.

2.7 Intellectual Property Rights:

- 2.7.1 The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to any products delivered to the State of Missouri or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to the state by the contractor pursuant to this contract. Upon request of the State of Missouri, the contractor shall demonstrate that all aspects of the licensed software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The State of Missouri shall not be liable in the event

of loss, incident, destruction, theft, damage, etc., for the licensed software. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.8 Software Piracy Prohibition:

2.8.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the state shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties' legal copyrights. If the state determines that the contractor is in violation of this paragraph, the state may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright laws.

2.9 Software Rights & Protections:

2.9.1 The State of Missouri acknowledges that the licensed products are proprietary and are the intellectual property of the contractor. The state shall only use the software in accordance with the licensing terms and conditions as provided in this RFP. The state shall not permit the licensed products, acquired under this contract, to be used by any other person except for employees, customers, agents and/or consultants of state agency ("Authorized Agency") who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products.

2.9.2 The State of Missouri shall have the right to make two (2) copies of the licensed product for archival and disaster recovery purposes only. In the event of a disaster or a failure of the operating environment or the software system, the agency may, for the duration of the emergency or threatened disaster, use the applicable licensed software on a backup system and/or maintain a backup/archival copy of the licensed software, subject to any provisions herein defining and/or relating to authorized users.

2.9.3 It shall be the contractor's responsibility and expense to thoroughly educate and inform state agencies and their software end users regarding the software usage and copyrights. In the event that agency personnel or the contractor discover any misuse of the software or related documentation within the state agency(s), they must immediately notify the designated software manager, department manager, or legal counsel. Unauthorized reproduction of software is a federal offense. Offenders may be subject to damages, fines, and penalties in accordance with United States Copyright Law.

2.10 Software Warranty:

2.10.1 The contract must provide at a minimum a fifteen (15)-month warranty on all software provided. The warranty period shall commence upon the date of installation of the software. The contractor shall warrant that the software shall conform to the mandatory technical and performance requirements described in this RFP. The contractor shall also warrant that the software shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the software.

2.10.2 In the event that the State of Missouri discovers that the licensed products do not meet the mandatory technical and performance requirements described herein or any of the specifications of the contractors' documentation for the software during the warranty period, the contractor shall be given an opportunity to cure the breach of warranty, as follows: (1) the contractor shall correct the error and/or nonconformity within thirty (30) calendar days, unless otherwise agreed to in writing by the agency, (2) if the error/nonconformity pertains to a seldom used subroutine then the contractor shall provide the agency a reasonable procedure to circumvent the error, or (3) replace and/or substitute the software with same

and/or greater functionality without charge. If the aforementioned options are not feasible or do not resolve the breach of warranty, then the State of Missouri shall have the right to terminate the contract, return the licensed software provided, and receive a full refund of all license and maintenance fees paid to the contractor pursuant to this contract, provided that the State of Missouri notifies the contractor in writing within the fifteen (15) days after testing the program fix/error correction or substitute software and such testing results in the software still being in substantial error/nonconformance to the mandatory technical and performance requirements of the contract. Upon termination of the contract due to breach of warranty, the agency shall return to the contractor, at the contractor's expense, all software licensed hereunder within thirty (30) days of written termination notification.

2.10.3 Pass-Through of Warranties: The contractor shall identify in writing all third-party warranties that the offeror receives in connection with any product provided to the State of Missouri. The contractor hereby passes through the benefits of all such warranties, provided that nothing in this section shall reduce or limit the offeror's obligations under this contract.

2.11 Single Point of Contact:

2.11.1 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided under the contract. In addition, this means that the agency shall make payments to only the prime contractor, paid to the order of the prime contractor. The prime contractor shall be responsible for allocating any amounts owed to their partners and/or subcontractors.

2.12 Invoicing and Payment Requirements:

2.12.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

2.12.2 Invoicing – The contractor shall submit itemized invoices to the state agency at the following address:

Office of Administration
O/A-ITSD-DESE
ATTN: Diana James or Stacie Johnson
3rd Floor North
PO Box 480
Jefferson City MO 65109

- a. The contractor must make the invoice out to the Office of Administration and must clearly reference the Purchase Order issued for the work.

- b. Payment for the successful completion of the phases of planning, design, development, testing, and implementation, shall be based upon the contractor’s firm, fixed total component pricing stated on the pricing page(s) herein and shall be paid as follows:

DESCRIPTION	% of Total Price
Phase I – Planning Phase	15%
Phase II – Design Phase	20%
Phase III – Development Phase	20%
Phase IV – Testing Phase	15%
Phase V – Implementation Phase	30%

2.12.3 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.13 Other Contractual Requirements:

2.13.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management’s acceptance of the proposal by “notice of award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.13.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.13.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.13.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.13.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed three hundred and sixty-five (365) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.13.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.13.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 2.13.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.13.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall

not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.13.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.13.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.13.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.13.13 Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

2.13.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.13.15 Inventions, Patents, and Copyrights:

- a. The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- b. The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no

liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- c. The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.13.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.13.17 Federal Funds Requirements:

- a. The contractor shall understand and agree that the contract involves the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
 - 1) The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money

unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal money;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.14 Project Assessment Quotation (PAQ) Requirements:

2.14.1 Since the contract involves complex services, the contractor shall agree and understand that the state shall employ the Project Assessment Quotation (PAQ) when modifications not identified in the RFP are required such as: (1) modifications to the database, (2) reports needed but not currently included in the core system, or (3) additional data needed for state needs not currently in the core system are desired after the system has been completely implemented pursuant to all specifications of the RFP as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price (based upon the firm fixed contract price(s) for services specified on the pricing pages) to be paid to the contractor upon completion of the specified tasks. The pricing the contractor shall use in preparing their response to the state's PAQ request must be based upon the product pricing and personnel hourly rate pricing stated in the Pricing Pages for all products and services established hereunder. The PAQ process shall occur in a controlled sequence of proposals and approvals by the state agency's designated Project Director as outlined below. Therefore, the contractor shall understand and agree that the general protocol for this workflow shall be as described below.

a. **STEP 1: PAQ REQUEST**

The state's designated Project Director will present a written request for each PAQ to the contractor, in a standard format similar to Attachment 5, Request for Project Assessment Quotation. The state's request must explain in detail the scope of the project and the tasks the state desires the contractor to perform, including applicable business and technical specifications.

b. **STEP 2: DRAFT PAQ**

The contractor must respond to each such PAQ request from the state agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the product pricing and personnel hourly rate pricing for the services requested in the PAQ request), materials required, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the state agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the state's designated Project Director for final approval.

d. **STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- 1) Contract number;
- 2) State agency name/address
- 3) State agency's designated project director name and phone number
- 4) Contractor contact name and phone number
- 5) Brief title of specific PAQ

- 6) Final PAQ issue date
 - 7) Detailed itemization and description of all of the project tasks which shall be completed by the contractor;
 - 8) Firm, fixed price(s) for products and services based upon the Base Pricing stated in the Pricing Pages.
 - 9) Detailed completion schedule for each task/component of the project work;
 - 10) Mutually agreed upon turnaround times for the state's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
 - 11) Mutually agreed upon milestones for compensation of project costs for the contractor's project work;
 - 12) Identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
 - 13) Signature and date lines for both the contractor's and state's designated Project Director to signify approval.
- e. **STEP 5: APPROVAL OF FINAL PAQ**
The contractor and the state's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The state agency's designated Project Director (1) must retain one signed copy; (2) must forward the original to the Division of Purchasing and Materials Management for inclusion in the contract file, and (3) must send one copy to the contractor.
- f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**
An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Purchase Order except the state may authorize an obligation of less than \$3,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the final PAQ request.
- g. **STEP 7: FORMAL ACCEPTANCE**
Upon the completion of all components that comprise the final PAQ, the contractor must notify the state's designated Project Director in writing and shall submit an invoice in accordance with the final PAQ approved by the state's designated Project Director. The state's designated Project Director shall review, approve and formally accept or reject the components of the final PAQ project work in accordance with the turnaround time outlined in the final PAQ. Formal acceptance shall not be unreasonably delayed or withheld by the state.
- h. **STEP 8: COST RECOVERY FOR CONTRACTOR**
Project costs for the PAQ project work shall be reimbursable upon completion and formal acceptance of the milestones for compensation outlined in the final PAQ by the state's designated Project Director. Said reimbursements must in accordance with the firm, fixed pricing stated in the PAQ for products and services which must be based upon the product pricing and personnel hourly rate pricing stated in the Pricing Pages.
- i. **PAQ GENERAL REQUIREMENTS**
1) The contractor shall submit draft and final PAQs in a timely manner.

- 2) The state's designated Project Director reserves the right to reject any contractor-submitted PAQ, and request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.).
 - 3) The contractor shall **not** be paid for the preparation of the PAQ.
 - 4) A PAQ request, the draft and final PAQs, and the contractor's project work shall be within the scope of the performance requirements identified in the contract. Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the state's designated Project Director.
- j. The state's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the state, without penalty or recourse, by giving five (5) working days' prior written notice to the contractor. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination. In the event (1) the PAQ required the contractor to provide equipment under the contractor-owned, usage based pricing mechanism, and (2) the state is terminating services under the PAQ for convenience and not due to contractor non-performance issues, the state will continue usage of the equipment through the remainder of the equipment usage period originally specified in the PAQ or the end of the then-current fiscal year, whichever is the shorter timeframe. If the termination is due to documented contractor non-performance issues which the contractor has not cured in a timely manner, the state shall have the right to terminate the entire PAQ, including any equipment being utilized under the contractor-owned, usage based pricing mechanism within the 5 working day timeframe specified above.
- 1) If the contractor has met all of its responsibilities and the deliverable is not delivered and accepted and/or the specified service is incomplete because of problems outside of the contractor's responsibilities as determined by the State of Missouri, the contractor will not be subject to these liquidated damages.
- 2.14.2 The contractor shall provide all services on an as needed, if needed basis. The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract.
- 2.14.3 When the contractor is requested to perform services on-site at the state agency facility, the work performed must occur during the normal business hours, unless the agency has otherwise authorized after-hours access for the contractor. It shall be at the agency's sole discretion as to allow the contractor's staff any after-hours access to the agency facility.
- 2.14.4 No overtime payment shall be allowed. Compensation for the contractor shall only be made pursuant to the hourly rates specified in the personnel hourly rate pricing in accordance with the total PAQ price.
- 2.14.5 Upon request from the state agency for a particular personnel classification, the contractor shall provide resume(s) of available consultants. The contractor shall understand and agree that the state agency shall reserve the right to accept or reject any of the contractor's consultant(s).
- 2.14.6 It is highly desirable that all consultants possess adequate levels of education and have an acceptable amount of experience in their proposed areas of expertise. As a minimum, for associate-level positions, all consultants and consultant positions should have at least six (6) months of experience in their proposed area of expertise and be past any personnel probationary period in their organization. The contractor's professional-level and expert-level consultant positions should have progressively higher amounts of education and expertise.

- 2.14.7 The contractor shall only utilize personnel in the performance of the services under the contract who are authorized to work in the United States in accordance with applicable federal and state laws and regulations.
- 2.14.8 The state agency shall reserve the right to request and the contractor shall provide immediate replacement of any of the contractor's consultant(s) providing services under the contract if deemed to be in the best interests of the state agency.
- 2.14.9 The contractor's professional services must be available to be provided both on-site at the state agency's location and off-site at the contractor's facility. The state agency shall specify whether requested services must be provided on-site, off-site, or a combination thereof.
- a. On-site services shall be defined as a project engagement where the contractor's staff is performing work in a state agency provided facility. If the contractor's services are requested to be provided on-site at the agency's facility, the state agency will provide adequate workspace (as determined by the State of Missouri) for the contractor's staff and the state agency shall be responsible for providing necessary office equipment, access to a telephone, necessary computer/communications access, and project-specific software and desktop suite software if specified by the agency as a project requirement. (Note: The contractor shall be responsible for costs associated with licensing software tools that may be necessary to perform a particular consulting service – e.g. project management software tools needed when performing project management consulting services. However, any software used should be the same as or compatible with the software used by the agency for which the work is being performed.) If available and necessary, the state agency may provide limited clerical support and supplies and printing facilities. No separate or additional travel expense payments and/or reimbursements shall be made to the contractor for providing any on-site services, since the contractor's travel expenses are required to be reflected/incorporated into the per hour rates specified in the personnel hourly rate pricing table in Exhibit A.
 - b. Off-site services shall be defined as a project engagement where the contractor's staff is performing work in the contractor's own facilities. If the contractor's services are requested to be provided off-site, the contractor shall be responsible for all office space, all computer/communications equipment and computer/communications equipment access costs (both within the contractor's organization and to the state agency), all software licensing costs unless otherwise agreed to by the state agency, and all equipment costs. The contractor's off-site facility(ies) available under the contract must be located within the United States. No travel expenses shall be charged or assessed to the state agency for any off-site consulting services.
- 2.14.10 The contractor's consultants must adhere to the contracting state agency's policies pertaining to acceptable use (Internet and electronic mail), facility and data security, press releases, and public relations. Upon initiation of engagement, the contractor should review the individual agency's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations with the state agency.
- 2.14.11 It is highly desirable the contractor ensure all consultants provided under the contract receive ongoing training in the applicable disciplines and areas of expertise. The contractor must not rely upon or expect the State of Missouri to provide such for the contractor's consultants.
- 2.14.12 The contractor must represent himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Consequently, the contractor shall understand and agree the individual consultants provided by the contractor shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and contractors.
- a. The contractor's consultants shall work under the direction of the contractor's management.

- b. The contractor shall understand and agree the individual consultants provided by the contractor shall only be utilized for project-specific work. They must not be used for staff augmentation purposes. State agency needs for temporary staff augmentation shall be handled through a separate procurement effort.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

- a. In addition the offeror should provide two (2) copies of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.

- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

- c. Open Records - Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

- 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Questions Regarding the RFP - The offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9818.
- b. The offeror is advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. Except as stated below, the offeror and the offeror’s agents may not contact any other state employee regarding the RFP, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Offerors and their agents who have questions regarding this matter should contact the buyer.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost	
All Required Firm, Fixed Pricing..... 80 points	90
Project Assessment Quotation Pricing..... 10 points	
MBE/WBE Participation Commitment	10
Method of Performance	40

Evaluation Criteria Scoring Category	Maximum Points
Experience, Reliability, and Expertise	60
TOTAL	200

3.3.2 After an initial screening process, a question and answer conference or demonstration (which may include web access) may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the demonstration. Attendance cost at the demonstration shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.4 Evaluation of Cost:

PARA. 3.4.1 REVISED BY AMD. #001:

3.4.1 Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined using the firm fixed prices for required *and required optional* items stated on the Pricing Page, Exhibit A, for the original contract period and each potential renewal period. *Therefore, the offeror must submit firm, fixed pricing for all items.* The State of Missouri reserves the right to evaluate any optional items, as proposed by the offeror in Section A.5 of Exhibit A, if deemed necessary to meet mandatory requirements. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges will be assessed to the state whatsoever in connection with the products and services provided herein to satisfy the RFP requirements. Therefore, the successful offeror shall be responsible for any additional costs.

- a. For ease of deriving the PAQ cost analysis only, it shall be assumed that there will be 160 hours of PAQ services needed per each of the renewal option years.

PARA. 3.4.1 a. 1) REVISED BY AMD. #001:

- 1) If the offeror is providing multiple PAQ job classifications/per hour rates as indicated in Exhibit A, Table A.3, then the rates *in each of the tables* shall be averaged *and the totals from the two tables combined* to obtain a single rate to be used in the cost analysis *for each of the renewal periods only.* At the sole determination of the DPMM, any non-relevant/ unessential consultant classification(s) listed in Exhibit A, Table A.3, shall not be included in the average calculations.

- b. It is the intention of the State of Missouri to make a single award.
- c. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (90)}}{1} = \text{Assigned Cost Points}$$

- d. The offeror shall agree and understand that the estimated quantities identified on the Pricing Pages, Exhibit A, are provided as historical data to assist the offeror and will be used to determine total costs in the cost evaluation. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise:

3.5.1 Experience, reliability, and expertise of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those

performances related to the requirements of this RFP. In addition, the offeror should provide detailed information regarding proposed key personnel.

3.5.2 The offeror should provide information about the offeror's organization's experience, reliability, and expertise on Exhibit B.

a. Expertise of Personnel - The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- 1) Personnel Expertise - The offeror should provide the information requested on Exhibit B for each key person proposed to provide the services required herein, including resumes. If additional personnel resources are available, the offeror may provide information for such personnel in Exhibit B.
- 2) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- 3) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- 4) Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 5) Licenses - The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.6 Evaluation of Method of Performance:

3.6.1 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

a. The offeror should provide information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, the offeror should specifically respond to each paragraph within Section 2 Contractual Requirements, Paragraphs 2.1 through 2.1.7, by writing a description of how (and when, if applicable) each requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in these sections of the RFP, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.

3.6.2 Schedule of Events - The offeror should provide a schedule of events including, but not limited to: (1) staffing plan, (2) GAP Analysis, Analysis & Design, (3) program and database development, as well as data conversion, (4) testing, (5) implementation, and (6) projected go live date. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) may also be used.

3.6.3 Demonstrations: Information gained from a demonstration may be subjectively evaluated.

3.7 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.7.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

3.7.2 The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.7.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \frac{\text{Maximum MBE/WBE Participation Evaluation points (10)}}{10} = \text{Assigned MBE/WBE Participation points}$$

3.7.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D.1, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D.2, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed

or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form, Exhibit D.1; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OSWD.)

3.7.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit D.1, Participation Commitment, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.7.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.7.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity
 Harry S Truman Bldg., Room 630
 P.O. Box 809
 Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://www.oswd.mo.gov>

3.8 Miscellaneous Submittal Information:

3.8.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

- a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or

supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

- 2) The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The offeror must provide the following information with the proposal:
 - ✓ Participation Commitment - The offeror must complete Exhibit D.1, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D.2, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop’s commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror’s Participation Commitment Form, Exhibit D.1; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alaphointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- d. Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on Exhibit D.1, Participation Commitment, as verified by the organization for the blind/sheltered workshop’s documentation of intent to participate, shall be interpreted as a contractual requirement.

3.8.2 Missouri Service-Disabled Veteran Business Preference - Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit E, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.

3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

3.8.4 Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or

ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit G with the proposal. This document must be satisfactorily completed prior to award of the contract.

- 3.8.5 The offeror should complete and submit Exhibit H, Miscellaneous Information.
- 3.8.6 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

EXHIBIT A REVISED BY AMD. #001:

PRICING PAGES

A.1 REQUIRED PRICING:

The offeror must provide firm, fixed pricing for the web-based child nutrition system components identified below which must include a one-time perpetual, permanent software license and all yearly program maintenance as defined herein (para. 2.1.4 o.). The offeror must clearly identify any other products/licensing necessary to meet all the mandatory requirements and specifications of the RFP.

The offeror must be very clear in identifying if a one-time perpetual license is required for each component purchased or if the purchase of one component provides perpetual licensing for any future components purchased. It shall be at the sole discretion of the state agency to purchase one, some, or all of the components. Components may be purchased throughout the duration of the contract.

The offeror may provide firm, fixed total pricing for groups of components, but the offeror must clearly identify which components and products/licensing are included in the grouping(s). It is the state agency’s desire to purchase components separately. *Each firm, fixed component pricing below must include all required reporting capabilities and associated costs, if any.* All pricing shall remain firm, fixed for the duration of the contract.

<i>Item #</i>	DESCRIPTION <i>C/S Code: 20899</i>	QTY	UNIT OF MEASURE	TOTAL FIRM, FIXED PRICE
Application Agreement, Claims Reimbursement, and Payment Calculation Processes :				
001	National School Lunch Program (NSLP)	1	Total	\$
002	School Breakfast Program	1	Total	\$
003	After School Snack Program	1	Total	\$
004	Special Milk Program	1	Total	\$
005	Fresh Fruit and Vegetable Program	1	Total	\$
Revenue and Expense				
006	Revenue and Expense	1	Total	\$
CRE/SMI/TA Review Tracking				
007	CRE/SMI/TA Review Tracking	1	Total	\$

EXHIBIT A - Continued

A.2 REQUIRED MAINTENANCE/SUPPORT PRICING:

The offeror shall provide firm, fixed pricing for system maintenance/support, including any other required pricing necessary to meet the maintenance/support requirements of the RFP. The offeror shall understand that pricing shall remain firm, fixed throughout the term of the original contract period and each renewal period and shall be in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price.

DESCRIPTION	Original Contract Period Firm, Fixed Pricing <i>(Date of Award through Two Years)</i>	1st Renewal Maximum Firm, Fixed Pricing	2nd Renewal Maximum Firm, Fixed Pricing	3rd Renewal Maximum Firm, Fixed Pricing	4th Renewal Maximum Firm, Fixed Pricing
008. System Maintenance Support Services	\$ _____ <i>(Warranty to begin after initial 15-month warranty included with purchase of first component(s))</i>	\$ _____	\$ _____	\$ _____	\$ _____

A.3 PAQ PERSONNEL HOURLY RATE PRICING:

The offeror must complete the following PAQ pricing table and provide firm, fixed pricing for all activity classifications necessary to provide project work that is beyond the scope of the mandatory requirements. Pricing provided in this area will be utilized in Project Assessment Quotations (PAQ) that will require extended pricing based on the specific detailed requirements provided by the agency, which are not within the scope of the mandatory requirements of the RFP.

DESCRIPTION	ON-SITE, NON-LOCAL HOURLY UNIT PRICE (includes all travel expenses)	1st Renewal Maximum Hrly. Pricing	2nd Renewal Maximum Hrly. Pricing	3rd Renewal Maximum Hrly. Pricing	4th Renewal Maximum Hrly. Pricing
Project Management	\$	\$	\$	\$	\$
Systems Analysis & Design	\$	\$	\$	\$	\$
Systems Development & Testing	\$	\$	\$	\$	\$
Database Design & Administration	\$	\$	\$	\$	\$
Training, Documentation, Preparation & Implementation	\$	\$	\$	\$	\$
Installation/Configuration & Technical Assistance	\$	\$	\$	\$	\$

EXHIBIT A – Continued

DESCRIPTION	ON-SITE, OFF-SITE HOURLY UNIT PRICE (no travel expenses allowed)	1st Renewal Maximum Hrly. Pricing	2nd Renewal Maximum Hrly. Pricing	3rd Renewal Maximum Hrly. Pricing	4th Renewal Maximum Hrly. Pricing
Project Management	\$	\$	\$	\$	\$
Systems Analysis & Design	\$	\$	\$	\$	\$
Systems Development & Testing	\$	\$	\$	\$	\$
Database Design & Administration	\$	\$	\$	\$	\$
Training, Documentation, Preparation & Implementation	\$	\$	\$	\$	\$
Installation/Configuration & Technical Assistance	\$	\$	\$	\$	\$

PAQ Activity Definitions

1. **Project Management:** Project management includes all activities associated with project oversight, including project plan preparation and maintenance, issues tracking, Contractor staff management and issues reporting.
2. **Systems Analysis and Design:** Systems analysis and design involves the definition of automated solutions to state agency business requirements associated with the proposed system.
3. **Systems Development and Testing:** Systems development and testing involves all technical aspects of creating the technical solutions defined by systems analysis and design. Activities including, program specification preparation, application code development, unit and system test script development and execution, as well as the preparation of system documentation.
4. **Database Design and Administration:** Database design and administration includes incorporating state agency data requirements within the system database as to optimize system performance and data retrieval.
5. **Training, Documentation Preparation and Implementation Assistance:** This effort involves the preparation of all training material, user reference documentation as well as providing user training related to the technical solution developed in the systems Development and Testing effort. This category includes helping establish system parameters (dropdown menu values, table values, etc.) as well as user security roles and responsibilities.
6. **Installation/Configuration and Technical Assistance:** Installation and configuration assistance includes aiding the state agency with installing software releases, establishing software configurations, as well as providing guidance related to system performance tuning. This category also includes providing assistance system tuning related to state agency's data network and helping ensure data transmissions are secure.

EXHIBIT A - Continued

A.4 REQUIRED OPTIONAL PRICING:

The offeror must provide firm, fixed pricing for the required optional program components identified below. It shall be the state agency’s sole option to request these items. All features/services identified below should be explained in detail in Exhibit C.1. All pricing shall remain firm, fixed for the duration of the contract.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	TOTAL PRICE
Custom Reporting		\$
Food Management Company Info & Contracts		\$
Review Process to Run on Tablet/Laptop		\$
Student Direct Certification		\$
Commodity Food Distribution Program		\$
Food Safety Inspection		\$
Application and Approval Process for Summer Food Seamless Waiver/Seamless Summer Option		\$

A.5 OTHER OPTIONAL PRICING:

The offeror may provide other optional features, expansion options and/or enhancements not identified within the requirements of the RFP for the proposed system solution. All items identified below are not required for the successful implementation and operation of the system as required within the RFP. It shall be the state agency’s sole option to request these items. All features/services identified below should be explained in detail in Exhibit C.1. All pricing shall remain firm, fixed for the duration of the contract.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	FIRM, FIXED TOTAL PRICE
		\$
		\$
		\$
		\$
		\$

EXHIBIT B

EXPERIENCE, EXPERTISE, & RELIABILITY

The evaluation of the offeror’s proposed experience, expertise, and reliability shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding their experience, expertise, and reliability. The following information should be provided by the offeror in order to assist the State of Missouri in evaluation of the offeror’s experience, expertise, and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 ORGANIZATION EXPERIENCE/EXPERTISE:

1. The offeror should describe any previous experiences of a similar nature and complexity in scope, and responsibility as what is described in this RFP.

2. The offeror should provide reference contact information (name, role in project, phone and e-mail) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide up to three (3) references that may be contacted. In addition, the offeror should provide up to three (3) references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

The evaluator’s inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

REFERENCE	
Contracting Agency/Entity Client Name:	
Contact Name:	
Contact Title:	
Description of Role / Responsibility the above contact person had in referenced project work:	
Contact Phone Number:	
Contact Email Address: <small>*reminder to verify accuracy of email address*</small>	
Applicable Dates of Project Work	
Description of Role / Responsibility of each the offeror’s staff had in referenced project work:	
Brief Description of Prior/Current Services Performed:	
Status of Current Project / Results & Outcomes of the Project	

Note: The State of Missouri reserves the right to use information attained from the references in the evaluation of Experience, Expertise and Reliability as well as the evaluation of Method of Performance depending upon the applicability of the information attained.

- The offeror should describe the expertise of their personnel including their respective job descriptions, qualifications and their roles in the subsequent contract.

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person’s relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person’s responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person’s role and extent of involvement in the experience
✓ Role in Project and for which State	
Staffing Methodology	
Describe the person’s planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for services	

B.2 OFFEROR RELIABILITY

- Offeror should provide information related to company history, including the founding date and number of years in business as currently constituted, and the number of years developing and marketing the technologies specified herein.

2. The offeror should describe their organization and the organization of their proposed subcontractors' organizations. The offeror's description should include a description of breadth, financially and geographically, of the organization(s) as well as all resources able to be utilized in support of the subsequent contract.
3. The offeror should fully describe their organization and their ability to reliably perform the requirements stated herein.
4. Offeror should describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

Along with a detailed organizational chart, the offeror should describe the following:

- How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.
5. Offeror should provide a list summarizing pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc., that could affect the offeror's ability to perform. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.
 6. Offeror should document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last two years will provide such documentation; however, the statements will become public information. The offeror should also present any additional information, which reasonably demonstrates the financial strength of the offeror's company/organization. If the offeror is a subsidiary, also provide the documentation for the parent company.
 7. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.
 8. Economic Impact to Missouri: The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT C
METHOD OF PERFORMANCE

C.1 METHOD OF PERFORMANCE:

The offeror should provide information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, the offeror should specifically respond to each paragraph within Section 2 Contractual Requirements, Paragraphs 2.1 through 2.1.7, by writing a description of how (and when, if applicable) each requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in these sections of the RFP, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.

In addition, the offeror should specifically describe:

- a. the code-level documentation which is included with the system;
- b. the user-level documentation which is included with the system;
- c. the train the trainer training to be provided;
- d. any other training to be provided;
- e. the level of customer support which is included;
- f. options available for higher levels of support; and
- g. how software/system bugs are addressed and corrected.

The offeror should provide additional relevant information to assist evaluation of their proposed method of performance.

C.2 SCHEDULE OF EVENTS:

Schedule of Events - The offeror should describe the proposed schedule for performance of the requirements. The schedule should include: (1) staffing plan, (2) GAP Analysis, Analysis & Design, (3) Program and database development, as well as data conversion, (4) Testing, (5) implementation, and (6) projected go live date. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) may also be.

EXHIBIT D REVISED BY AMD. #001:
PARTICIPATION FROM OTHER ORGANIZATIONS

D.1 PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	By completing this table, the offeror commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
Total WBE Percentage:	%	

EXHIBIT D, Continued

D.2 DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____ % of Total Value of Contract

If Organization for Blind / _____ % of Total Value of Contract
Sheltered Workshop: _____ or _____
Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT E

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT F
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B on this Exhibit.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (*Company/Individual Name*) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (*Company/Individual Name*) is awarded a contract for the services requested herein under _____ (*RFP Number*) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (*Company/Individual Name*) agrees to complete Box B, comply with the requirements stated in Box B, and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this Exhibit.

Authorized Representative’s Name
(Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT F, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (*Business Entity Name*) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ Business Entity Name	_____ Date

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the offeror's name, then no additional pages of the MOU must be submitted); AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT F, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (*Name of Business Entity Authorized Representative*) as _____ (*Position/Title*) first being duly sworn on my oath, affirm _____ (*Business Entity Name*) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (*RFP Number*) for the duration of the contract, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (*Business Entity Name*) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (*RFP Number*) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT G

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT H

MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror’s organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

	Name of State Employee, General Assembly Member, or Statewide Elected Official:	
	In what office/agency are they employed?	
	Employment Title:	
	Percentage of ownership interest in offeror’s organization:	_____ %

ATTACHMENT 5

REQUEST FOR PROJECT ASSESSMENT QUOTATION (PAQ) FORM

Contract No:	PAQ No:
PAQ Title:	Final PAQ Sent to DPMM Date:
State Agency:	Final PAQ Issue Date:
Agency Address:	PAQ Request Date:
Agency Project Manager:	Phone: () - / Email:
Contractor Point of Contact:	Phone: () - / Email:
Contractor Name:	Phone: () - / FAX: () -
Contractor Address:	List / Description of Attachments:

PROJECT GOAL/OBJECTIVES:

(Describe or add attachments)

PROJECT APPROACH/SCOPE OF WORK:

A detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable. List any Attachments.

ON-SITE WORK HOURS:

(Specify the work day start time and end time such as 8:00 a.m. to 5:00 p.m. Monday – Friday, excluding state holidays. Indicate any after-hours requirements and building access security measures)

PROJECT ASSUMPTIONS:

(Describe or add attachments)

LIST OF DELIVERABLES:

(Describe or add attachments)

(Describe any acceptance criteria for deliverables)

AGENCY TASKS/RESPONSIBILITIES:

(Describe or add attachments)

PROJECT TIME LINE/WORK PLAN:

(At a minimum must include information pertaining to: Actual Start Date/Actual End Date/Target Start Date/Target End Date/Task Description/ Task Duration/ Responsible Resource/Variance based on Actual & Target Dates with notes describing reasons for Variance/ Project Sign-Off Acceptance Criteria/ Project Acceptance Signatures). List any Attachments.

PAQ Title:

PAQ #:

Project Budget Calculations:

Consultant Classification Title	On-Site Non-Local Per Hour Rates to Include Travel Expenses		On-Site Non-Local Consultant Total Project Hours		On-Site/Off-Site Consultant Per Hour Rates No Travel Expense Allowed.		On-Site/Off-Site Consultant (No Travel Expense) Total Project Hours		Total
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
	\$	x	Hours	+	\$	x	Hours	=	\$
								Total:	\$

PAYMENT MILESTONES	
Description of Milestone	Dollar Portion of the Total Price (above) applicable to Stated Milestone
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
TOTAL:	

SIGNATURE REQUIRED

Agency Signature Authorization to Proceed: _____ DATE: _____

Contractor Signature Authorization to Provide Services: _____ DATE: _____

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any

warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;

- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 05-21-09